

EXHIBIT C

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

KAUTEX INC., a Delaware corporation, and
KAUTEX CORP., a foreign corporation,

Plaintiffs,

vs.

DELPHI CORPORATION, a Delaware
corporation,

Defendant.

05-068583-CK

Case No. (
Hon.



OAKLAND JUDGE RAE LEE CHABOT
COUNTY KAUTEX INC V DELPHI CORP

John R. Trentacosta (P31856)
Scott T. Seabolt (P55890)
Eric E. Reed (P63358)
FOLEY & LARDNER LLP
500 Woodward Avenue, Suite 2700
Detroit, MI 48226-3489
(313) 234-7100
Attorneys for the Plaintiffs

05 AUG 22 2011
RECEIVED FOR FILING
OAKLAND COUNTY CIRCUIT COURT

COMPLAINT AND JURY DEMAND

There is no other pending or resolved civil action arising out of the transaction or occurrence alleged in this Complaint. MCR 2.113(C)(2)(a).

Plaintiffs Kautex Inc. and Kautex Corp. (collectively, "Kautex") state as follows for their Complaint against Defendant Delphi Corporation ("Delphi"):

Parties, Jurisdiction, and Venue

1. Kautex Inc. is a Delaware corporation, conducts business in the State of Michigan, and has its resident agent for service of process in the State of Michigan located at 30600 Telegraph Road, Bingham Farms, Michigan. Kautex Corp. is a foreign corporation with its principal place of business located in Windsor, Ontario, Canada.

2. Delphi is a Delaware corporation, conducts business in the State of Michigan, and has its principal place of business located at 5725 Delphi Drive, Troy, Michigan. Delphi's resident agent for service of process in the State of Michigan is located at 30600 Telegraph Road, Bingham Farms, Michigan.

3. Jurisdiction is proper in this Court because a substantial portion of the events giving rise to Kautex's claims occurred in the State of Michigan, Delphi conducts business in and is a citizen of the State of Michigan, and the amount in controversy exceeds \$25,000, exclusive of interest and costs.

4. Venue is proper in this Court because a substantial portion of the events giving rise to Kautex's claims occurred in Oakland County.

General Allegations

5. Kautex is in the business of, *inter alia*, manufacturing and selling automotive components to its customers, including original equipment manufacturers ("OEMs").

6. Similarly, Delphi manufactures and sells automotive components to OEM and other customers.

7. On January 5, 1998, Kautex issued blanket purchase order number P127 to Delphi to supply fuel sending units, which were to be incorporated into fuel tanks to be supplied by Kautex to its customer. The purchase order, which is subject to certain terms and conditions, provided for Delphi to supply fuel sending units through 2006. The purchase order is attached as *Exhibit A*.

8. As a significant purchaser and supplier of automotive goods, Delphi was at all relevant times aware that the supply of defective goods could prompt rejection by the buyer and/or original equipment manufacturer, which could result in chargebacks and other resulting damages.

9. Under the terms of the parties' agreement, course of dealing, and industry practice, Delphi agreed to reimburse Kautex in the event that Kautex incurred damages as a result of Delphi's supply of defective goods. Under the applicable terms and conditions, Delphi agreed to be responsible for and to indemnify Kautex for any and all damages, losses, expenses, attorney fees, court costs, etc., that result from incidents, accidents, injuries or deaths to any persons or damage and/or losses to property, that arise out of the goods purchased by Kautex from Delphi or their existence, presence or use, or services rendered by Delphi to Kautex.

10. On July 31, 2003, Kautex's customer informed Kautex of a quality issue relating to the fuel sending units supplied by Delphi.

11. As a result of this quality issue, Kautex's customer placed Kautex on Controlled Shipping ("CS") Level 1 status, which required an internal containment and related activities to identify and certify the components supplied to Kautex's customer, and to otherwise rectify the quality issue. Kautex also assigned an additional operator to its customer's assembly lines to ensure compliance with its customer's remedial certification requirements.

12. On September 3, 2003, Kautex's customer informed Kautex of another quality issue relating to the fuel sending units supplied by Delphi.

13. As a result of this second quality issue, Kautex's customer placed Kautex on CS Level 2 status, a quality review status that is heightened beyond the previously assigned CS Level 1 status, and which required further measures to review and certify the components supplied to Kautex's customer, and to otherwise rectify the second quality issue.

14. Kautex's customer issued a chargeback to Kautex in response to the quality issues attributable to the fuel sending units supplied by Delphi and the resulting remedial costs.

15. In turn, Kautex issued a debit memorandum to Delphi to recoup the chargeback, as well as the related costs that Kautex incurred as a result of the quality issues in the fuel sending units supplied by Delphi.

16. Delphi has acknowledged that it supplied nonconforming and/or defective fuel sending units for inclusion in fuel tanks to be supplied by Kautex to its customer.

17. Despite recognizing its supply of nonconforming and/or defective fuel sending units, Delphi refused Kautex's demands for payment as stated in Kautex's debit memorandum, threatened to withhold payments or issue its own debits on unrelated commercial dealings between the parties and between Delphi and Kautex's affiliated entities, and stopped shipment of components to two Kautex facilities.

Count I—Breach of Express Contract

18. Kautex incorporates by reference its allegations in paragraphs 1-17 as if fully restated herein.

19. Through Kautex's issuance of purchase order number P127 and Delphi's supply of fuel sending units thereunder, the parties entered into a binding and enforceable contract.

20. Since the fuel sending units constitute "goods" as defined at MCL Section 440.2105, the parties' contract is governed by the Uniform Commercial Code as enacted in the State of Michigan.

21. Delphi materially breached the parties' contract by supplying nonconforming and/or defective goods and refusing to reimburse Kautex for its resulting damages.

22. Kautex substantially performed its obligations under the parties' contract, and seasonably notified Delphi of its breach.

23. As a proximate and foreseeable result of Delphi's breach, Kautex incurred and is entitled to recover direct, incidental, and consequential damages in excess of \$1 million, exclusive of interest, costs, and attorney fees.

WHEREFORE, Kautex respectfully requests judgment against Delphi in an amount to which the trier of fact finds Kautex entitled, together with an award of interest, costs, and attorney fees.

Count II—Breach of Express Warranty

24. Kautex incorporates by reference its allegations in paragraphs 1-23 as if fully restated herein.

25. Delphi expressly warranted that the goods it supplied conformed to the specifications, drawings, samples, or descriptions furnished to or by Kautex, and would be merchantable, of good material and workmanship and free from defect. Delphi further acknowledged its awareness of the intended use of the goods it sold to Kautex, and warranted that all goods covered by the parties' contract that were selected, designed, manufactured or assembled by Delphi based upon the stated use would be fit and sufficient for the particular purposes intended by Kautex.

26. Accordingly, by supplying goods under the parties' contract in response to particular descriptions and specifications supplied by Kautex, Delphi affirmed and expressly warranted that the goods it supplied conformed to those descriptions and specifications and were of sufficient quality to be utilized in automotive applications. MCL Section 440.2313.

27. Kautex relied on Delphi's warranty in incorporating the goods supplied by Delphi into the fuel tank assemblies supplied to Kautex's customer.

28. Delphi breached this warranty by supplying non-conforming and/or defective goods and refusing to reimburse Kautex for its resulting damages.

29. As a proximate and foreseeable result of Delphi's breach, Kautex incurred and is entitled to recover direct, incidental, and consequential damages in excess of \$1 million, exclusive of interest, costs, and attorney fees.

WHEREFORE, Kautex respectfully requests judgment against Delphi in an amount to which the trier of fact finds Kautex entitled, together with an award of interest, costs, and attorney fees.

Count III—Breach of Implied Warranties

30. Kautex incorporates by reference its allegations in paragraphs 1-29 as if fully restated herein.

31. With respect to the supply of fuel sending units to Kautex, Delphi is a merchant of goods as defined at MCL Section 440.2104.

32. In supplying the fuel sending units to Kautex, Delphi impliedly warranted that the goods were of merchantable quality and fit for the intended purpose of utilization in automotive applications, specifically, inclusion in the fuel tank assemblies to be supplied by Kautex to its customer.

33. Delphi breached these implied warranties by supplying defective and/or non-conforming goods and refusing to reimburse Kautex for its resulting damages.

34. As a proximate and foreseeable result of Delphi's breach, Kautex incurred and is entitled to recover direct, incidental, and consequential damages in excess of \$1 million, exclusive of interest, costs, and attorney fees.

WHEREFORE, Kautex respectfully requests judgment against Delphi in an amount to which the trier of fact finds Kautex entitled, together with an award of interest, costs, and attorney fees.

Count IV—Breach of Implied Contract

35. Kautex incorporates by reference its allegations in paragraphs 1-17 as if fully restated herein.

36. Kautex states this claim as an alternative to its claims of breaches of express contract and express and implied warranties.

37. In connection with the parties' agreement for Delphi's supply and Kautex's purchase of fuel sending units to Kautex, Delphi impliedly promised to Kautex that the fuel sending units would be of a nature and quality sufficient for use in automotive applications.

38. In the event that the fuel sending units supplied by Delphi were not of a nature and quality sufficient for use in automotive applications, it was understood and intended by the parties or was naturally anticipated under the circumstances of the transaction that Delphi would reimburse Kautex for resulting damages.

39. Kautex substantially performed its obligations under the parties' implied contract.

40. Delphi breached the parties' implied contract by supplying defective and/or non-conforming goods and refusing to reimburse Kautex for the resulting damages.

41. As a proximate and foreseeable result of Delphi's breach, Kautex incurred and is entitled to recover direct, incidental, and consequential damages in excess of \$1 million, exclusive of interest, costs, and attorney fees.

WHEREFORE, Kautex respectfully requests judgment against Delphi in an amount to which the trier of fact finds Kautex entitled, together with an award of interest, costs, and attorney fees.

Count V—Unjust Enrichment

42. Kautex incorporates by reference its allegations in paragraphs 1-34 as if fully restated herein.

43. Delphi agreed to supply and Kautex agreed to purchase fuel sending units of a nature and quality fit for use in automotive applications.

44. Kautex substantially performed its obligations under the parties' agreement.

45. The fuel sending units supplied by Delphi to Kautex were not fit for use in automotive applications.

46. As a proximate and foreseeable result of Delphi's supply of non-conforming and/or defective fuel sending units, Kautex incurred direct, incidental, and consequential damages in excess of \$1 million, exclusive of interest, costs, and attorney fees.

47. It would be inequitable and Delphi would be unjustly enriched if it were allowed to retain the benefit of the parties' agreement without compensating Kautex for said damages.

WHEREFORE, Kautex respectfully requests judgment against Delphi in an amount to which the trier of fact finds Kautex entitled, together with an award of interest, costs, and attorney fees.

Count VI—Promissory Estoppel

48. Kautex incorporates by reference its allegations in paragraphs 1-17 as if fully restated herein.

49. Kautex states this claim as an alternative to the foregoing claims stated in this Complaint.

50. In connection with the parties' agreement for Delphi to supply and Kautex to purchase fuel sending units, Delphi promised to Kautex that the units would be fit for use in automotive applications, and that Delphi would reimburse Kautex for resulting damages in the event that the fuel sending units Delphi supplied were not fit for use in automotive applications.

51. Delphi reasonably should have expected its promises to induce action by Kautex, including but not limited to Kautex's inclusion of the fuel sending units into the fuel tank assemblies that Kautex supplied to its customer.

52. Relying on Delphi's promises, Kautex included the Delphi-supplied fuel sending units into the fuel tank assemblies that Kautex supplied to its customer.

53. Unbeknownst to Kautex, the fuel sending units supplied by Delphi were not fit for use in automotive applications.

54. As a proximate and foreseeable result of Delphi's supply of non-conforming and/or defective fuel sending units, Kautex incurred direct, incidental, and consequential damages in excess of \$1 million, exclusive of interest, costs, and attorney fees.

55. Delphi's promises must be enforced in order to avoid injustice.

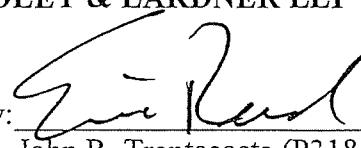
WHEREFORE, Kautex respectfully requests judgment against Delphi in an amount to which the trier of fact finds Kautex entitled, together with an award of interest, costs, and attorney fees.

JURY DEMAND

Kautex demands a trial by jury of all issues to triable in this case.

Respectfully submitted,

FOLEY & LARDNER LLP

By: 
John R. Trentacosta (P31856)
Scott T. Seabolt (P55890)
Eric E. Reed (P63358)
500 Woodward Avenue, Suite 2700
Detroit, MI 48226-3489
(313) 234-7100
Attorneys for the Plaintiffs

Dated: August 22, 2005

KAUTEX CORPORATION
ATTN:
A TEXTRON COMPANY
2701 KAUTEX DRIVE
WINDSOR ON N8W 5B1
Canada
Phone: 519 974 6656
Fax:

Purchase Order
Order No P127
Rev. No 000000023
Eff. Date 01/05/98
Supplier No DEL001A

VAT

Supplier :
DELPHI AUTOMOTIVE
ATTN:
2725 DELPHI DRIVE
TROY MI 48098
United States

FAX: 248 813-4899

Ship to :
KAUTEX CORPORATION
ATTN:
A TEXTRON COMPANY
2701 KAUTEX DRIVE
WINDSOR ON N8W 5B1
Canada
Phone: 519 974 6656
Fax:

FAXED

FOB: OUR PLANT

Please send us in return your confirmation of order and delivery for...

REFER.	ORDER PLACED BY	PHONE	SHIP VIA	DELIVERY DATE	TERMS		
			YOUR	SEE RELEASE	NET 45 DAYS		
QUANTITY	UOM	PART NUMBER / DESCRIPTION		CURR	UNIT PRICE	% DISC	EFF. DATE
	EA	YOUR QUALITY SYSTEMS MUST MEET THE MINIMUM STANDARD OF THE KAUTEX TEXTRON SUPPLIER GUIDELINES MANUAL OR QS-9000. STATISTICAL DATA FOR CRITICAL CHARACTERISTICS MUST BE SUBMITTED TO KAUTEX SUPPLIER QUALITY ENGINEER QUARTERLY ON THE KAUTEX SPC REPORT FORM. MATERIAL CERTS AND DATA MUST BE ON FILE AND AVAILABLE UPON REQUEST. INCLUDE CUM SHIPPED QUANTITY, LATEST ENG.LVL. ON EACH SHIPPER FOR LOT TRACABILITY		USD	52.24000 51.19520 50.17129 49.16787		01/05/98 08/01/99 08/01/00 08/01/01
	EA	BLANKET 01-00-20019 FUEL SENDER UNIT Engineering information level 23 05/20/99 START DATE: 01/05/98 STOP DATE: 06/19/02 GM P/N : 25162874 LVL 23 T-800 NAO GASOLINE		USD	20.15000		01/27/98
	EA	BLANKET 01-00-20020 FUEL SENDER UNIT Engineering information Ord Num 000898 level 15 02/10/98 START DATE: 01/05/98 STOP DATE: NO STOP GM P/N : 25166921 LVL 15 T-800 NAO DIESEL		USD			
	EA	BLANKET 01-00-20086 MODULAR RSVR & SENDER ARM Engineering information Ord Num 010498 level 003 09/29/98 START DATE: 11/09/98 STOP DATE: NO STOP		USD	0.00000		11/10/98
NET AMOUNT		DISCOUNT	FREIGHT	TAX AMOUNT	MISCELLANEOUS	TOTAL AMOUNT	

Enclosures : contract conditions logistic specifications
 purchase conditions specific quality requirements drawing(s)
 sample(s) _____

SIGNATURE

DATE

KAUTEX CORPORATION
ATTN:
A TEXTRON COMPANY
2701 KAUTEX DRIVE
WINDSOR ON N8W 5B1
Canada
Phone: 519 974 6656
Fax:

Purchase Order

Order No P127
Rev. No 000000023
Eff. Date 01/05/98
Supplier No DEL001A

VAT

Supplier :

DELPHI AUTOMOTIVE
ATTN:
2725 DELPHI DRIVE
TROY MI 48098
United States

Ship to :

KAUTEX CORPORATION
ATTN:
A TEXTRON COMPANY
2701 KAUTEX DRIVE
WINDSOR ON N8W 5B1
Canada
Phone: 519 974 6656
Fax:

FOB: OUR PLANT

(Please send us in return your confirmation of order and delivery for:

REFER.	ORDER PLACED BY	PHONE	SHIP VIA	DELIVERY DATE	TERMS		
			YOUR	SEE RELEASE	NET 45 DAYS		
QUANTITY	UOM	PART NUMBER / DESCRIPTION		CURR	UNIT PRICE	% DISC.	EFF. DATE
	EA	GM P/N: 2531 5638 LVL 003 ELDO 2000 ** ON CONSIGNMENT **		USD	0.00001		04/09/98
	EA	BLANKET 01-00-20099 SENDER ASSEMBLY FUEL Engineering information Ord Num 006797 level 001 10/08/97 START DATE: 01/05/98 STOP DATE: 11/10/98 GM P/N: 2531 3688 ENG. LVL. : 001		USD			
	EA	BLANKET 01-00-20102 GASOLINE EXPORT SENDIN Engineering information Ord Num 000898 level 7 02/10/98 START DATE: 01/05/98 STOP DATE: 08/31/99 GMT-800 P/N: 25162875 LVL 7		USD	104.65000 102.56000		01/27/98 08/01/99
	EA	BLANKET 01-00-20103 LOW LUBRICITY SENDER U Engineering informatio level 7 02/10/98 START DATE: 01/05/98 STOP DATE: NO STOP GMT-800 P/N: 25315816 LVL 7		USD	74.89000 73.39000 71.92000 70.48000		01/27/98 08/01/99 08/01/00 08/01/01
	EA	BLANKET 01-00-20104 NON OBDII SENDER UNIT Engineering informatio level 6 02/10/98 START DATE: 01/05/98 STOP DATE: 07/01/02		USD	42.64000 41.79000 40.95000 40.14000		01/27/98 08/01/99 08/01/00 08/01/01
TOTAL AMOUNT		DISCOUNT	FREIGHT	TAX AMOUNT	MISCELLANEOUS	TOTAL AMOUNT	

Enclosures : contract conditions logistic specifications
 purchase conditions specific quality requirements drawing(s)
 sample(s) _____

SIGNATURE

DATE

KAUTEX CORPORATION
ATTN:
A TEXTRON COMPANY
2701 KAUTEX DRIVE
WINDSOR ON N8W 5B1
Canada
Phone: 519 974 6656
Fax:

PAGE 3

Purchase Order

Order No P127
Rev. No 000000023
Eff. Date 01/05/98
Supplier No DEL001A

VAT

Supplier :

DELPHI AUTOMOTIVE
ATTN:
2725 DELPHI DRIVE
TROY MI 48098
United States

Ship to :

KAUTEX CORPORATION
ATTN:
A TEXTRON COMPANY
2701 KAUTEX DRIVE
WINDSOR ON N8W 5B1
Canada
Phone: 519 974 6656
Fax:

FOB: OUR PLANT

Please send us in return your confirmation of order and delivery for:

REFER.	ORDER PLACED BY		PHONE	SHIP VIA	DELIVERY DATE	TERMS		
QUANTITY	UOM	PART NUMBER / DESCRIPTION			CURR	UNIT PRICE	% DISC	EFF. DATE
	EA	GMT-800 P/N : 25178389 LVL 6			USD	0.00000		08/11/98
	EA	BLANKET 01-00-20121 FSU (MODULE ASSY F/TANK F/PUMP Engineering information Ord Num 010598 Level 2 08/11/98 Level 000 08/12/98 START DATE: 08/10/98 STOP DATE: NO STOP *** ON CONSIGNMENT ***			USD	0.00000		01/19/99
	EA	BLANKET 01-00-20137 MODULAR RSVR & SENDER ASSY Engineering information Ord Num 000899 Level 000 01/08/99 START DATE: 01/11/99 STOP DATE: NO STOP GM P/N: 2532 5798 99 ELD0 PULL AHEAD.			USD	0.00000		03/13/00 06/01/01 06/01/02 06/01/03 06/01/04
	EA	BLANKET 01-00-20165 GMT800 MODULAR RSVR&SE START DATE: 03/13/00			USD	25.25000 24.75000 24.25000 23.77000 23.29000		12/07/00
	EA	GM PART # 15747835 FOB POINT (FOR 01-00-20165): FLINT, MI			USD	0.00001		
	EA	BLANKET 01-00-20243 00ELD0 MODULAR RSVR & SHDR ASY Engineering information Ord Num E16100			USD			
T AMOUNT		DISCOUNT	FREIGHT	TAX AMOUNT	MISCELLANEOUS	TOTAL AMOUNT		

Enclosures :

<input type="checkbox"/> purchase conditions	<input type="checkbox"/> contract conditions	<input type="checkbox"/> logistic specifications
<input type="checkbox"/> sample(s)	<input type="checkbox"/> specific quality requirements	<input type="checkbox"/> drawing(s)

SIGNATURE

DATE

KAUTEX CORPORATION
ATTN:
A TEXTRON COMPANY
2701 KAUTEX DRIVE
WINDSOR ON N8W 5B1
Canada
Phone: 519 974 6656
Fax:

Purchase Order

Order No P127
Rev. No 000000023
Eff. Date 01/05/98
Supplier No DEL001A

VAT

Supplier :

DELPHI AUTOMOTIVE
ATTN:
2725 DELPHI DRIVE
TROY MI 48098
United States

Ship to :

KAUTEX CORPORATION
ATTN:
A TEXTRON COMPANY
2701 KAUTEX DRIVE
WINDSOR ON N8W 5B1
Canada
Phone: 519 974 6656
Fax:

FOB: OUR PLANT

Please send us in return your confirmation of order and delivery for:

REFER.	ORDER PLACED BY	PHONE	SHIP VIA	DELIVERY DATE	TERMS	
			YOUR	SEE RELEASE	NET 45 DAYS	
QUANTITY	UOM	PART NUMBER / DESCRIPTION	CURR	UNIT PRICE	% DISC	EFF. DATE
	EA	level 003 12/07/00 START DATE: 12/11/00 GM PART # 2573 1720 BLANKET 01-00-20266 04 T800 FUEL MODULE GA Engineering information level 0 01/26/01 START DATE: 05/20/02 STOP DATE: 04/01/03 CUSTOMER PART # 15077530	USD	62.93000 61.04000 59.21000 57.43000		07/01/03 07/01/04 07/01/05 07/01/06
	EA	BLANKET 01-00-20275 02 T800 FSU GAS Engineering information level 0 02/07/01 START DATE: 04/23/01 STOP DATE: NO STOP DELPHI PART # 25338938 GM PART # 15061257	USD	51.27000 49.06000 48.08000		01/01/01 08/01/01 08/01/02
	EA	BLANKET 01-00-20276 02 T800 FSU GAS NON 08 Engineering information Ord Num E00801 level 0 02/07/01 START DATE: 04/23/01 STOP DATE: NO STOP DELPHI PART # 25338939 GM PART # 15061260	USD	42.55000 41.35000		01/01/01 01/01/02
	EA	BLANKET 01-00-20351 04 T800 FUEL MODULE - GAS	USD	59.02000		05/17/02
IT AMOUNT	DISCOUNT	FREIGHT	TAX AMOUNT	MISCELLANEOUS	TOTAL AMOUNT	

Enclosures :

<input type="checkbox"/> contract conditions	<input type="checkbox"/> logistic specifications
<input type="checkbox"/> purchase conditions	<input type="checkbox"/> specific quality requirements
<input type="checkbox"/> sample(s)	<input type="checkbox"/> drawing(s)

SIGNATURE

DATE

KAUTEX CORPORATION
ATTN:
A TEXTRON COMPANY
2701 KAUTEX DRIVE
WINDSOR ON N8W 5B1
Canada
Phone: 519 974 6656
Fax:

Purchase Order

Order No P127
Rev. No 000000023
Eff. Date 01/05/98
Supplier No DELO01A

VAT

Supplier :

DELPHI AUTOMOTIVE
ATTN:
2725 DELPHI DRIVE
TROY MI 48098
United States

Ship to :

KAUTEX CORPORATION
ATTN:
A TEXTRON COMPANY
2701 KAUTEX DRIVE
WINDSOR ON N8W 5B1
Canada
Phone: 519 974 6656
Fax:

FOB: OUR PLANT

Please send us in return your confirmation of order and delivery for:

REFER.	ORDER PLACED BY	PHONE	SHIP VIA	DELIVERY DATE	TERMS	
			YOUR	SEE RELEASE	NET 45 DAYS	
QUANTITY	UOM.	PART NUMBER/DESCRIPTION	CURR	UNIT PRICE	% DISC	EFF. DATE
	EA	START DATE: 05/20/02 CUSTOMER PART # 15077904 BLANKET 01-00-20352 04 T800 FUEL MODULE-NON OBD II START DATE: 05/20/02 CUSTOMER PART # 15077898	USD	46.17000		05/17/02
	EA	BLANKET 01-00-20353 04 T800 FUEL MODULE- 27G DIESE START DATE: 05/20/02 CUSTOMER # 15077905	USD	20.43000		05/17/02
	EA	BLANKET 01-00-20354 04 T800 FUEL MODULE-23G GAS START DATE: 05/20/02 CUSTOMER # 15078037 PRODUCTION RELEASE OF 2004 GMT 800 MRA'S PER ATTACHED ROLR PPAP NO LATER THAN 1/1/03 WITH ANNUAL COST REDUCTION OF 3% EVERY YEAR OVER THE NEXT 5 YEARS.	USD	49.21000		05/17/02
	EA	BLANKET 01-00-20355 04 T800 FUEL MODULE-23G DIESEL START DATE: 05/20/02 CUSTOMER # 15078038	USD	20.43000		05/17/02
	EA	BLANKET 01-00-20361 2002 F-Car FSU V8 Engineering information Ord Num 0117	USD	84.36000		01/01/02
IT AMOUNT		DISCOUNT	FREIGHT	TAX AMOUNT	MISCELLANEOUS	TOTAL AMOUNT

Enclosures :

<input type="checkbox"/> purchase conditions	<input type="checkbox"/> contract conditions	<input type="checkbox"/> logistic specifications
<input type="checkbox"/> sample(s)	<input type="checkbox"/> specific quality requirements	<input type="checkbox"/> drawing(s)

SIGNATURE

DATE

KAUTEX CORPORATION
ATTN:
A TEXTRON COMPANY
2701 KAUTEX DRIVE
WINDSOR ON N8W 5B1
Canada
Phone: 519 974 6656
Fax:

Purchase Order

Order No P127
Rev. No 000000023
Eff. Date 01/05/98
Supplier No DELO01A

VAT

Supplier :

DELPHI AUTOMOTIVE
ATTN:
2725 DELPHI DRIVE
TROY MI 48098
United States

Shia to :

KAUTEX CORPORATION
ATTN:
A TEXTRON COMPANY
2701 KAUTEX DRIVE
WINDSOR ON N8W 5B1
Canada
Phone: 519 974 6656
Fax:

FOB: OUR PLANT

Please send us in return your confirmation of order and delivery for:

REFER.	ORDER PLACED BY	PHONE	SHIP VIA	DELIVERY DATE	TERMS		
QUANTITY	UOM.	PART NUMBER / DESCRIPTION		CURA	UNIT PRICE	% DISC	EFF DATE
		Level 01 11/13/01 START DATE: 03/04/02 GM 10314661 DELPHI 25338788	STOP DATE: NO STOP				
	EA	BLANKET 01-00-20362 2002 F-Car FSU V6 Engineering information Ord Num 0117 Level 01 11/13/01 START DATE: 03/04/02 GM 10314660 DELPHI 25338786		USD	78.48000		01/01/02
	EA	BLANKET 01-00-20368 04 T800 FUEL MODULE -N Engineering information START DATE: 05/20/02 CUSTOMER PART # 15077531	STOP DATE: NO STOP	USD	55.11000 53.46000 51.86000 50.30000		07/01/03 07/01/04 07/01/05 07/01/06
	EA	BLANKET 01-00-20369 04 T800 FUEL SENDER - START DATE: 01/05/98		USD	22.82000 22.13540 21.47130 20.82720		07/01/03 07/01/04 07/01/05 07/01/06
	EA	customer part number 25346818					
	EA	BLANKET 01-00-20408 ELDO FUEL SENDER UNIT START DATE: 03/04/02 GM # 25737008	STOP DATE: NO STOP	USD	0.00000		01/01/02
T AMOUNT		DISCOUNT	FREIGHT	TAX AMOUNT	MISCELLANEOUS	TOTAL AMOUNT	

Enclosures :

<input type="checkbox"/> purchase conditions	<input type="checkbox"/> contract conditions	<input type="checkbox"/> logistic specifications
<input type="checkbox"/> sample(s)	<input type="checkbox"/> specific quality requirements	<input type="checkbox"/> drawing(s)

SIGNATURE

DATE

KAUTEX CORPORATION
ATTN:
A TEXTRON COMPANY
2701 KAUTEX DRIVE
WINDSOR ON N8W 5B1
Canada
Phone: 519 974 6656
Fax:

Order No P127
Rev. No 000000023
Eff. Date 01/05/98
Supplier No DELO01A

VAT

Supplier :

DELPHI AUTOMOTIVE
ATTN:
2725 DELPHI DRIVE
TROY MI 48098
United States

Ship to :

KAUTEX CORPORATION
ATTN:
A TEXTRON COMPANY
2701 KAUTEX DRIVE
WINDSOR ON N8W 5B1
Canada
Phone: 519 974 6656
Fax:

FOB: OUR PLANT

Please send us in return your confirmation of order and delivery for:

REFER.	ORDER PLACED BY	PHONE	SHIP VIA	DELIVERY DATE	TERMS
			YOUR	SEE RELEASE	NET 45 DAYS
QUANTITY	UOM	PART NUMBER / DESCRIPTION	CURR	UNIT PRICE	% DISC.
	EA	DELPHI 25338793 BLANKET 01-00-20515 03 T800 15/25 S FSU - Engineering informatio START DATE: 01/05/98 GM PART NUMBER 15198945 PPAP 2/28/03	USD	50.53000 49.01000 47.54000 46.11000	07/01/03 07/01/04 07/01/05 07/01/06
	EA	BLANKET 01-00-20516 03 T800 FSU - NON OBD Engineering informatio START DATE: 01/05/98 GM PART NUMBER 15198946 PPAP DATE 2/28/03	USD	43.80000 42.49000 41.22000 39.98000	07/01/03 07/01/04 07/01/05 07/01/06
	EA	BLANKET 01-00-20517 03 T800 FSU - DIESEL 35S Engineering information Ord Num 597 level N/A 01/29/03 START DATE: 01/05/98 STOP DATE: NO STOP GM PART NUMBER 25320827	USD	24.75000	03/01/03
	EA	BLANKET 01-00-20557 2004 FUEL SENDER UNIT Engineering informatio level N/A 01/29/03 START DATE: 01/05/98 STOP DATE: NO STOP GM PART NUMBER 15103866 ECN 586	USD	62.93000 61.04000 59.21000 57.42000	07/01/03 07/01/04 07/01/05 07/01/06
T AMOUNT	DISCOUNT	FREIGHT	TAX AMOUNT	MISCELLANEOUS	TOTAL AMOUNT

Enclosures : contract conditions logistic specifications
 purchase conditions specific quality requirements drawing(-s)
 sample(-s)

SIGNATURE

DATE

KAUTEX CORPORATION
ATTN:
A TEXTRON COMPANY
2701 KAUTEX DRIVE
WINDSOR ON N8W 5B1
Canada
Phone: 519 974 6656
Fax:

Purchase Order

Order No P127
Rev. No 000000023
Eff. Date 01/05/98
Supplier No DEL001A

VAT

Supplier :

DELPHI AUTOMOTIVE
ATTN:
2725 DELPHI DRIVE
TROY MI 48098
United States

Ship to :

KAUTEX CORPORATION
ATTN:
A TEXTRON COMPANY
2701 KAUTEX DRIVE
WINDSOR ON N8W 5B1
Canada
Phone: 519 974 6656
Fax:

FOB: OUR PLANT

Please send us in return your confirmation of order and delivery for:

REFER.	ORDER PLACED BY	PHONE	SHIP VIA	DELIVERY DATE	TERMS		
			YOUR	SEE RELEASE	NET 45 DAYS		
QUANTITY	UOM	PART NUMBER / DESCRIPTION		CURR.	UNIT PRICE	% DISC	EFF. DATE
	EA	BLANKET 01-00-20558 04 T800 F/SENDER NON O Engineering informatio level N/A 01/29/03 START DATE: 01/05/98 STOP DATE: NO STOP GM PART NUMBER 15103867		USD	55.11000 53.46000 51.86000 50.30000		07/01/03 07/01/04 07/01/05 07/01/06
	EA	BLANKET 01-00-20559 2004 T800 FUEL SENDER Engineering informatio level N/A 01/29/03 START DATE: 01/05/98 STOP DATE: NO STOP GM PART NUMBER 15103868 DELPHI PART NUMBER 25363061		USD	63.80000 61.89000 60.03000 58.23000		07/01/03 07/01/04 07/01/05 07/01/06
	EA	BLANKET 01-00-20600 04 T800 F/SENDER NON O Engineering informatio level N/A 01/29/03 START DATE: 01/05/98 STOP DATE: NO STOP		USD	55.98000 54.30000 52.67000 51.09000		07/01/03 07/01/04 07/01/05 07/01/06
IT AMOUNT	DISCOUNT	FREIGHT	TAX AMOUNT	MISCELLANEOUS	TOTAL AMOUNT		

Enclosures : contract conditions logistic specifications
 purchase conditions specific quality requirements drawing(s)
 sample(s) _____

SIGNATURE

DATE